



REQUESTING PROPOSALS

Many companies that do not have the in-house capacity to survey, specify, and carry out a comprehensive lighting upgrade project turn to outside consultants, vendors, or contractors. This document briefly explains how to request proposals and quotations. In addition, two sample Request for Proposal documents are included.

KEY TERMS

- A Request for Proposal (RFP) or Request for Quotation (RFQ) must communicate all important information needed to bid a project.
- An RFP asks for a *proposal* of work.
- An RFQ asks for a *quotation* for work.

PURPOSE

If you don't have the in-house capability to support your lighting upgrades, you can solicit contractor assistance using one of two methods: a Request for Proposal (RFP) or a Request for Quotation (RFQ). You can use either to give important information about a potential project to prospective bidders. The more comprehensive the request, the more accurate and complete the bid will be. While there are many similarities, the purposes of the RFP and RFQ are different.

RFP

An RFP is an invitation for bidders to propose a project. The RFP may ask the bidder to propose one or more the following:

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- specification of the scope of work
- material specifications
- financing options or terms
- performance guarantee
- extended warranty or maintenance terms
- project price

In short, the RFP is a request for bidders to identify both the scope of work and the cost to complete the work. The successful bidder wins the project based on the quality of the proposal and the price.

RFQ

An RFQ is an invitation for a bidder to *quote* a price for a project specified by the building owner. Identifying the scope and specifications of the project occurs before the RFQ is issued. The successful bidder is generally awarded the project based on cost and the owner's confidence in the bidder's capabilities.

ITEMS TO INCLUDE

An effective RFP or RFQ should contain all project information needed for the bidder to complete a proposal. Typically, you would include the following sections in an RFP or RFQ.

Timetable

A timetable highlights important dates and deadlines.

- dates for pre-bid meetings
- schedule for site visits
- due date for the bids
- date that work may begin
- date for project completion

Scope of Work

In this section of an RFP or RFQ, you define the services to be performed by the bidder. The description of work should be clear and concise to eliminate confusion. For example, the bidder should be provided with the size, location, and number of buildings included in the project. A typical scope of work contains the following:

- goals and objectives of the project
- restrictions and preferences for equipment
- reminders of applicable laws
- instructions for disposal of obsolete equipment
- target values for variables such as watts per square foot, internal rate of return (IRR), or shared savings terms

Bidding Procedure and Instructions

You should provide specific instructions about the time, location, and format of the bid. Minimum bidder qualifications, if any, should be described, and most instructions specify a date when the selected bidder will be notified.

To ensure that complete information is provided by the

bidders, an RFP or RFQ usually contains forms to be completed by the bidders. On these, the bidder identifies previous projects, staff, and other information that helps you choose the best bidder for the project. The following items are often requested on these forms:

- key project participants and their resumes
- subcontractors
- previous projects
- references
- other support and resources available

A contact person and phone number should also be included to allow bidders to call with any additional questions.

Selection Criteria

To assist bidders in identifying information that is important to you, the RFP or RFQ should include a description of the award criteria. This description may include listing the selection factors and the relative importance of each to the decision.

Financing Methods/Payments

Any financing method should be outlined in the RFP. If you desire a shared savings contract, for example, it should be outlined in this section. (Refer to *Financial Considerations* a section of the *Lighting Upgrade Manual* for more information about financing methods). Likewise, if you desire a specific payment schedule and method, it should be explained in this section. Additionally, you should say how the bid will be dispersed (e.g., lump-sum, unit-price).

General Conditions

You should also include a section addressing contractual issues and details, such as contract change procedures and guarantees. Other items addressed in this section include the following:

- insurance or worker's compensation
- cleaning
- samples and/or demonstration installations

TYPES OF RFPs and RFQs

No two RFPs or RFQs are the same, because each project is different and has unique characteristics and objectives. General categories of RFPs and RFQs are described below.

Request for Quotation, Consulting Only

This RFQ is intended for soliciting engineering and design services for a project, but does not include installation. As an example, the bidder responding to this RFQ develops a proposal to design an upgrade, provides equipment specifications, and provides an economic analysis.

Request for Quotation, Installation

This RFQ solicits a quotation for installation only. The scope of work for the upgrade is already defined, so engineering and design issues are not addressed. The proposal requires estimates of labor and material costs, rather than other estimates (e.g., IRR, watts per square foot, illuminance).

Request for Quotation, Financial

This RFQ solicits financial analysis. To ensure the profitability of a project, you may request bids on such items as initial investment, IRR, simple payback, rebates, and other financial analyses. Again, the scope of the project is already defined, and the engineering and design issues are not addressed.

Request for Proposal, Design and Build

This RFP solicits proposals for the design and installation of the lighting upgrade. A company bids on all facets of the upgrade: survey, analysis, design, and installation. In contrast to RFQs, this approach covers an entire project, from start to finish.

Request for Proposal, Shared Savings

Similar to the Design-and-Build RFP, this RFP covers an entire project; however its initial cost framework is different. In this case, the future energy cost savings are shared between you and the bidder. The bidder finances the initial cost and receives some of the energy cost savings as compensation.

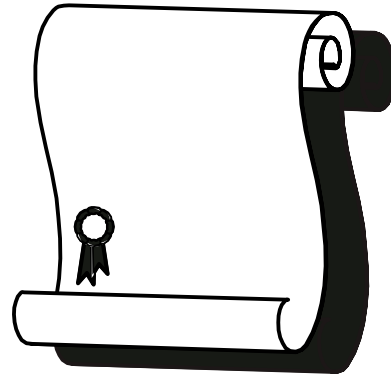
Request for Proposal, Guaranteed Savings

In a Guaranteed Savings RFP, the bidder also proposes the entire project, but it includes an additional financing burden. Here, the bidder assumes the risk of the investment and guarantees a minimum periodic savings. The proposal specifies financing and guaranteed energy cost savings, protecting you from risk.

Combinations

An RFP or RFQ may consist of any combination of the above.

Sample documents follow.



SAMPLE RFP #1

**UPGRADES WITH FINANCING &
GUARANTEED SAVINGS**

INVITATION TO BID

Notice is given hereby that _____

Will accept bids for _____

according to specifications prepared by _____

and described in general as: _____

A mandatory pre-bid conference and walk-through will be held at the site on _____. Contractors are required to attend. In addition, contractor and approved installing sub-contractor at some time before the bid date, must meet the Owner to discuss the project. This meeting can take place during the pre-bid walk through meeting. Owner will host walk-through and project meeting and will be available for questions following the walk-through until _____ that day at _____. Contractor is required to provide the information and documentation outlined in the "Instructions to Bidders" section at this time. Owner will not accept bids from contractors who do not attend the pre-bid meeting or contractors who attend the pre-bid meeting without the proper documentation.

Sealed bids will be received at _____ office until _____ local time on _____, at which time they will be privately opened.

Bids received after the designated time will not be accepted. Bids will be taken on a lump sum basis as outlined in the accompanying specification.

The owner reserves the right to reject any or all bids and to waive irregularity in the bidding and accept the bid which is most advantageous to the owner.

GENERAL SCOPE OF PROJECT

The scope of this project is described in general as follows

A _____ square foot, _____ [#] _____-story _____ [type] _____ building with approximately _____ [quantity] _____, _____ [type] _____ fixtures.

_____ [Condition of Lighting fixtures] _____

Products specified for this project are described in the "Lighting Projects" section, subheading "Products."

Project financing shall be provided by contractor in this turn-key project. Details of financing portion of this project are described in the "Lighting Project" section, subheading "Financing."

Contractor shall calculate energy savings based on energy consumption and hours of operation using the energy savings calculations as described in the "Lighting Project" section, subheading "Energy Savings Calculations."

Contractor shall guarantee the calculated energy savings based on a performance contract, the details of which are described in the "Lighting Project" section, subheading "Guarantee."

Installing firm must be able to provide information demonstrating that it has substantial experience in lighting upgrade projects, lighting installation, and lighting maintenance. For a detailed description of subcontractor's requirements, see "Lighting Project" section, subheading "Installer's Qualifications."

INSTRUCTIONS TO BIDDERS

THE WORK

Lighting Retrofit Project

_____ [name] _____ Building

_____ [location] _____

_____ [City], [State] [Zip code] _____

GENERAL

Each bidder shall read Instructions to Bidders, General Information, General Conditions, and Lighting Project Specifications, all of which are part of the Project Manual and contain provisions applicable to successful bidders. The successful bidder will be required to do all work belonging to the contract, which is mentioned in this specification.

Each bidder shall visit the job site as noted in the Invitation to Bid to become acquainted with conditions of actual job site and facilities for delivering, storing, placing, and handling materials and equipment. Bidders shall verify fixture counts, and inform themselves of all conditions affecting execution of work.

BIDS

In order to receive consideration, make bids in strict accordance with the following:

- A. All bids shall be addressed to: _____ [contact] _____, and shall be enclosed in a sealed envelope marked with the Project Number _____ [#] _____, name and address of Bidder. All Bidders shall bid in accordance with, and shall bid upon the bid forms available at the pre-bid walk through.
- B. All forms must be included with the bid. If a form is non-applicable, indicate so on the form. Sign all forms where indicated. Failure to include all forms with the bid will be cause for rejection of the bid.
- C. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. If alterations by erasure or interlineation are made for any reason, explain over such erasure or interlineation with a signed statement from the Bidder prior to 24 hours of the date and time set for the bid opening.

BID EVALUATION

Evaluations of bids will be based on technical proposal, past lighting projects, price, experience, proximity of support, project knowledge, corporate credentials, and other bidder qualifiers.

QUALIFICATIONS OF BIDDERS

Bidders must provide the following qualifying documents at the pre-bid walk through described in the Invitation to Bid to be allowed to bid the project.

- A. Contractor's 1988, 1989, and 1990 Annual Reports.
- B. Contractor's lighting services projects record.
- C. A minimum of (3) contractor's lighting services job reports.

- D. Verification of contractor's past lighting services projects with project approved sub-contractor within the past 2 years.
- E. Completed Bidder questionnaire form provided at the end of this section.
- F. Information regarding contractor's experience with Energy Services, Guaranteed Savings Programs, Performance Contracting and Financial Services.

Such additional information will assist owner in determining whether the Bidder is adequately prepared to fulfill the contract.

Owner's decision as to qualifications of the Bidders shall be final.

SECURING DOCUMENTS

Copies of the proposed Contract Documents may be obtained from the address noted above, upon the conditions set forth in the Invitation to Bid.

WITHDRAWAL OF BIDS

A Bidder may withdraw his bid, either personally or by written request, at any time prior to scheduled time for submitting bids.

No Bidder shall modify, withdraw, or cancel a bid, or any part thereof, for thirty (30) days after the time designated for the receipt of bids.

CONSIDERATION OF BIDS

The Bidders acknowledge the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required bid security, Certificate of Compliance or awardability, or to submit the data required by the Bid Documents, or if the bid is in any way incomplete or irregular.

MATERIALS ARE SPECIFIED IN THE FOLLOWING WAYS:

Where material is listed by manufacturer and trade name, with no qualifying statement, such material shall be furnished without substitution.

Where materials are listed by manufacturer and trade name, and such name is preceded by words "as" or "similar to" or followed by words "or equal" or "approved equal," Bidder shall have option of submitting for approval substitute material which he considers equal to that specified.

Burden of proof that materials are equal shall be upon Bidder requesting their use. Therefore, Bidder shall furnish with his qualifying documents a Request for Approval and all supporting data. If approved, Owner will indicate in writing by addendum. No equal material may be used without written approval.

Where more than one material or manufacturer is named, Bidder has option of selecting any one of the manufacturers of materials named.

BIDDER QUESTIONNAIRE

The Object of this questionnaire is not to discourage Bidders or make it difficult to qualify for bidding. It is intended to make it possible for the Owner to have exact information on abilities, experience, and accessibility in order to reduce the hazards involved in awarding contracts to parties who may not be qualified to perform the work as specified or provide support services after contract completion.

The Bidder Questionnaire must be completely filled out before and brought to the pre-bid walk through described in the "Invitation to Bid" section. Not providing Bidder Questionnaire or providing incomplete Bidder Questionnaire will result in Owner rejecting bids from above said Bidder.

Bidder Questionnaire must be typed or printed in black ink.

The Owner reserves the right to reject bids based on Bidders Questionnaire information.

The Owner's decision to not accept bids based on Bidder Questionnaire will be final.

This questionnaire must be complete and brought with Bidder to pre-bid walk through described in the "Invitation to Bid" section to enable the Bidder to bid the project.

- A. Describe your corporate credentials in terms of Light service sales, annual sales, number of employees, year founded.

- B. Describe your corporate support structure in terms of number and location of branch offices, number corporate support staff in Lighting services, nearest local branch to project site, and Lighting services staff employed.

- C. Describe your previous history of Lighting services projects.

D. Describe your previous history of working in the geographic area of the project:

E. Describe your extent of familiarity of this Lighting Upgrade Project.

F. Describe your familiarity with the facility incorporating this project.

GENERAL INFORMATION

SUMMARY OF WORK

Services to be completed (provided) under this project includes a Financed Lighting Improvements with guaranteed energy savings, which may include, but is not limited to:

- A. Lighting Improvements.**
- B. Project Financing.**
- C. Guaranteed Energy Savings.**

The site of proposed work is: _____.

COORDINATION

Contractor and approved sub-contractor shall coordinate any and all work with Owner.

PROJECT MEETINGS

Successful contractor and approved sub-contractor shall have regular job meetings with Owner to discuss project completion and to provide for systematic discussion of problems.

Meetings will be held at the site.

ENERGY SAVINGS CALCULATIONS:

Bidders must provide energy savings calculations outlined in the "Lighting Project" section, subheading "Energy Savings Calculations."

APPLICABLE STANDARDS

Applicable standards listed in these specifications include, but are not limited to, standards promulgated by the following agencies and organizations:

- A. ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers
- B. ASTM - American Society for Testing and Materials
- C. NEC - National Electrical Code
- D. NEMA - National Electrical Manufacturer Association
- E. OSHA - Occupational Safety and Health Association
- F. UBC - Uniform Building Codes
- G. NALMCO - National Association for Lighting Maintenance Companies
- H. - Local and State Building Codes
- I. - Local Electrical Codes

TIME FRAMES

The mandatory pre-bid walk through will be _____[*date*]_____ from _____[*time*]_____ to _____[*time*]_____. Owner will be available for questions from _____[*date*]_____ to _____[*date*]_____ at _____[*location/telephone*]_____.

Sealed bids will be received at _____[*contact person*]_____ office until _____[*time*]_____ local time on _____[*date*]_____, at which time they will be privately opened.

If accepted, project will be awarded on _____[*date*]_____ to successful Bidder, at which time the first project meeting will be scheduled.

GENERAL CONDITIONS

1. DEFINITIONS:

- a) The Contract Documents consist of the Purchase Order Agreement, the General Conditions of the Contract, the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution. These form the Contract.
- b) The Owner, the Contractor, and those mentioned as such in the Agreement, are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- c) The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnished material not so worked.
- d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- e) The term "work" of the Contractor or Subcontractor include labor or material or both.
- f) All time limits stated in the Contract Documents are of the Essence of the Contract.
- g) The law of the place of building shall govern the construction of this Contract.

2. CONFLICT OF OMISSIONS: The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned.

3. ROYALTIES, PATENTS, NOTICES, AND FEES: Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof. He shall comply with all laws, ordinances, and codes applicable to any portion of the work.

4. EXAMINATION OF PREMISES: Contractor shall familiarize himself with local conditions affecting the job. He shall take his own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in his behalf of reason of effort or omission on his part. If any part of the work of another contractor, the Contractor shall notify the Owner's representatives before commencing work of any defects that will affect the results. Failure to notify will constitute his acceptance of the conditions.

5. WORKING CONDITIONS: All work shall be performed with minimum possible interference with the functioning of daily activities. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.

6. MOVING: If at any time it becomes necessary to move materials temporarily located which are to enter into the final construction, the Contractor furnishing the material shall, when so directed, move them to another location at his own expense.

7. CLEANING:

- a) All temporary connection and all temporary structures, barricades, protections, and the like, shall be removed by the Contractor at completion of the project, or when directed.

- b) Each Contractor shall, at all times, keep the premises free of waste and rubbish caused by his work, and on completion shall remove all rubbish, tools, and equipment from the premises. Burning or burying of rubbish and debris on the premises will not be permitted at any time. No debris shall be placed within the area of the spread of branches of any tree.
8. MATERIALS AND WORKMANSHIP: Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever any article, material, or equipment is specified by a name, a substitute of approved equal may be used.
9. EMPLOYEES: Contractor shall enforce good order among his employees and shall not employ on the work any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to him. The Contractor, or a competent person having authority to act for him, shall be at the work at all times. He shall have the plans and specifications available on the site at all times.
10. OTHER CONTRACTS: The Owner may let other contracts in connection with the work, and the Contractor shall properly connect and coordinate his work with the work of such other contractors. The Owner shall not be liable for any damages or increased cost occasioned by the failure of other contractors to execute their work as may be anticipated by their documents.
11. SUBCONTRACTORS: The successful bidder is required to submit list of subcontractors if any they intend to use in the course of the subject work. The Owner must approve all subcontractors prior to the beginning of construction.
12. KEY CONTROL PARKING/ACCESS TO WORK SITE: Contractors requiring keys to enter the premises are to obtain those keys from Security Department. Contractors are also to obtain from the Security Department instructions and permits for legal parking and access to work site while they and their employees are engaged in construction on our campus.
13. PROTECTION: Contractor shall properly protect all new and existing work from damage. Proper safety provisions shall be made at all times for the protection of all persons and property.
14. INSURANCE: No work connected with this contract shall be started until the Contractor has submitted evidence to the Owner that he has insurance coverage in accordance with the following:

a) Worker's Compensation Insurance

The Contractor shall procure and shall maintain, during the life of the contract, Worker's Compensation Insurance for all of his employees to be engaged in work on the project under this contract; and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's General Liability Insurance for the protection of such of his employees not otherwise protected.

b) Public Liability Insurance

1. The Contractor shall not commence work until he has obtained all insurance required by the Contract Documents and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.
2. The Contractor shall also maintain insurance required under any other Employee Benefits Act in force at the place of building.
3. All liability and insurance required herein shall be under Comprehensive General and Automobile Injury and Property Damage form policy.
4. The Contractor shall provide insurance written for not less than the following limits of liability:

(i) Contractor's Liability Insurance

Bodily Injury	-Each person	\$ _____
	-Each occurrence	\$ _____
Property Damage	-Each occurrence	\$ _____
	-Aggregate	\$ _____

(ii) Automobile Insurance (Owned, hired, or non-owned)

Bodily Injury	-Each person	\$ _____
	-Each occurrence	\$ _____
Property Damage	-Each occurrence	\$ _____

5. The Contractor's insurance shall hold harmless from and indemnify the Owner against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or injured by the Contractor, or under any of his subcontractors, or in any capacity during the progress of the work, whether by negligence or otherwise.
6. Partial payments shall not relieve the Contractor from full responsibility of any claim which may result from any cause including fire or any other casualty until completion of the contract and final payment. Any casualties shall not relieve the Contractor from performing the contract.
15. CHANGES: Contractor shall make changes in the contracted work only as ordered in writing by the Owner's Representative, quoted by Contractor and upon issuance of a Purchase Order Revision.
16. TERMINATION FOR BREACH: The Owner may terminate this contract when violations are not stopped immediately and corrected within five (5) working days after notification by the Owner. In the event of such termination, the Owner may complete the contracted work and the Contractor will be liable for any excess cost occasioned by the Owner thereby, and in such case, the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.
17. GUARANTEE: The Contractor shall provide a written guarantee warranting all work under this contract against faulty workmanship and defective materials, and to make good, at his own expense, all defective work and all damage to other work caused by such defective work for _____ from the date of signing of the Notice of Completion of Work Form.
18. *** Condition A PAYMENT: _____.
19. *** Condition B PAYMENT: Ninety percent payment for the work will be made upon completion of the contract. Request for same will be supported by a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. After completion and after final inspection, the final 10% will be paid. The Contract will not be considered complete until the work has been finally accepted by the Owner's representative, and the Owner has received (a) the required guarantee and (b) satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.
20. *** Condition C PAYMENT: Up to 90% of the payment for the work will be made based on an estimated percentage of completion of the contract. Request for same will be supported by a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. Requests for payment shall not exceed two (2) payments per month. After completion and after final inspection, the final 10% will be paid. The Contract will not be considered complete until the work has been finally accepted by the Owner's representative, and the Owner has received (a) the required guarantee and (b) satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work has been paid.

21. **SEALED BIDS:** Sealed bids to be in the hands of the _____ prior to the time and date set on the quotation request. The bid number, title, and due date shall be indicated on the envelope face in the lower left hand corner. Bids not received in accordance with these conditions are returned to the bidder unopened. Bids may be requested through newspaper or trade media advertisements.
22. **APPLICATION FOR PAYMENTS:** The Contractor shall submit to the Owner an application for each payment, and if required, receipts or other vouchers, showing his payment for materials and labor, including payments to subcontractors as required. Immediately after signing the contract and before the first partial payment is made, this Contractor shall furnish the Owner a schedule of quantities, prices, and the amount included in the estimate for each general item of work in place, the total equaling the contract price. The distribution of the amounts must be such as the Owner shall consider reasonable and be subject to his approval, and when satisfactory shall become the basis for all payments on account during the progress of work, and for fixing the valuation of extras and credits involved in modifications.
23. **SCHEDULING WORK:** The Contractor is to meet with the Owner's Representative prior to starting work. Any interruption of Owner's services is also to be scheduled with the Owner Representative one week in advance of a planned outage.
24. **PERMITS, FEES, AND NOTICES:** The Contractor shall secure and pay for all permits, fees, and licenses required by State or Local governments necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority bearing on the performance of the work.
- Contractor will be required to obtain an electrical permit and be responsible for payment of required fees for all electrical work required on this project. Upon completion of project, Contractor is responsible for supplying Owner with a copy of a certificate of approval for the electrical work.
25. **DRAWINGS AND SPECIFICATIONS ON THE WORK:** The Contractor shall keep a copy of the drawings and specifications on the work, in good order, available to the Owner and to his representatives at the site.
26. **SAMPLES:** The Contractor shall furnish for approval all samples in duplicate as directed. The work shall be in accordance with approved samples.
27. **CHANGES IN THE WORK:** The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of item caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Owner shall have authority to make minor changes in the work, not involving extra cost, and no inconsistent with the purpose of the building. Except in an emergency endangering life or property, no changes or extra work of any kind shall be made except on written authority of the Owner by means of a Purchase Order Advice of Change document issued by the Purchasing Department.

The value of any such extra work or change shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed upon.
- c) By cost and percentage or by cost and a fixed rate.

If one of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (c), he shall keep and present in such form as the Owner may direct, a correct account of the cost, together with vouchers. In any case, the Owner shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Owner's certificate.

Should conditions encountered below the surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after the first observance of the conditions.

28. **CLAIMS FOR EXTRA COST:** If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof three (3) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claims shall be valid unless so made.
29. **GUARANTY BONDS:** Bidders are to include with their bids a Bid Bond equal to five (5) percent of their total bid. Should they be awarded the contract, they will be required to provide a performance and payment bond equal to 100 percent of the total contract.
30. **ARBITRATION:** All disputes, claims or questions subject to arbitration under this contract shall be submitted to arbitration in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of the American Institute of Architects, and this agreement shall be specifically enforceable under the prevailing arbitration law, and judgment upon the award rendered may be entered in the highest court of the quorum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other.

The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement with the Owner.

Notice of the demand for arbitration of a dispute shall be filed in writing with the Owner and the other party to the contract. If the arbitration is an appeal from the Owner's decision, the demand therefore shall be made within ten days of the receipt; in any other case, the demand for arbitration shall be made within a reasonable time after the dispute has arisen; in no case, however, shall the demand be made later than the time of final payment, except as otherwise expressly stipulated in the contract.

The arbitrators, if they deem that the case secures it, are authorized to award the party whose contention is sustained, such sums as they or a majority of them shall deem proper to compensate it for the time and expense incident to the proceeding and, if the arbitration was demanded without reasonable cause, they may also award damages or delay. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the proceeding upon either or both parties.

31. **USE OF PREMISES:** The Contractor shall confine all storage of materials, equipment, and apparatus to the area adjacent to the subject building as directed by the Owner, unless otherwise specifically mentioned in the Special Conditions which form a part of the Contract.

All work shall be done in accordance with all regulations governing the institution and with minimum possible interference with the proper functioning of the activities of same. The Contractor will be held to have visited the site and checked with institutional authorities the working conditions and the methods of carrying out the work and to have included all costs for meeting such working conditions.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

32. **ASBESTOS:** * * * Unauthorized disturbance of asbestos containing material is prohibited. All work requiring the disturbance of asbestos containing materials must be coordinated through the Owner's representative prior to the commencement of work. Costs associated with related asbestos control is the responsibility of the Contract. All work related to this work must be performed in accordance with all current state and federal regulations.

* * * * The Contractor shall not start any work in any area that has not been inspected for asbestos by the Owner's Facilities Operation Department which shall authorize the Contractor to commence the work. If asbestos is found, safety measures are recommended by the Owner's Facilities Operation Department or its qualified asbestos consultant shall be implemented before work is started. Costs associated with correction of asbestos condition is the responsibility of the Owner.

33. The approved traffic pattern, including entry and egress at the job site will be adhered to by the Contractor throughout the life of the contract. Changes in the pattern must be approved in writing by the Manager of Buildings and Grounds. Violations to the approved traffic pattern can result in additional costs to the Contractor to repair turf and plantings damaged due to the violation.

Additional costs to the Contractor due to violations of the approved traffic pattern will be identified as part of the formal Punch List and final acceptance of completion. The contract retainer will be withheld until a representative of the Office of Manager, Buildings and Grounds has signed off on the formal Punch List.

34. *** WITHDRAWAL OF BIDS: Bids may be withdrawn in person or by a bidder or his authorized representative provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
35. *** ALTERNATE BIDS: Bidders must respond to this project as specified. However, the Owner will consider alternate bids. Such bids must be clearly marked "alternate bid" and be submitted on a separate sheet of paper. Such bids must include an explanation of the benefits of the alternate methods proposed and proof such methods are consistent with all Federal, State, and Local regulations governing asbestos abatement activity.
36. *** PRE-START MEETING: The successful Bidder shall attend a pre-start job meeting. Attending this meeting will be representatives of the Owner and the Owner's agents along with the testing/monitoring personnel (e.g., Asbestos Project Manager, Air Sampling Professional) who will actually participate in the Contractor's testing/monitoring program. The Contractor and supervisory personnel who will provide on-site direction of the abatement activities must attend.
37. At this meeting, the Contractor shall provide information concerning:
1. Preparation of work area.
 2. Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project.
 3. Procedures for handling and disposing of waste materials.
 4. A sequence of work and performance schedule.
 5. Emergency procedures.
38. OWNER'S REPRESENTATIVE STATUS: The Representative shall have general supervision and direction of the work. He is the agent of the Owner only to the extent provided in the Contract documents and when in special instances he is authorized by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

In case of the termination of the employment of the Representative, the Owner shall appoint a capable and reputable Representative, against whom the Contractor makes no reasonable objection, whose status under the contract shall be that of the former Representative; any dispute in connection with such appointment to be subject to arbitration.

Designated Owner's Project
Coordinator/Representative:

Facilities Specialist:

SAMPLE RFP #2

**UPGRADES WITH
PERFORMANCE CONTRACT**

REQUEST FOR PROPOSALS

_____ is requesting proposals for the implementation of energy efficiency improvements on a performance contracting basis. The buildings are as follows:

Proposals for the furnishing and delivery of the items and services listed in the attached Request for Proposal will be received until 2:00 p.m. local time, on _____, 19____ at:

All proposals shall be submitted in accordance with the attached proposal documents.

Our owner reserves the right to reject any or all of the proposals in whole or in part, and to accept the proposal or portion of the proposal that, in its opinion, best serves the interests of the owner.

REQUEST FOR PROPOSALS
PERFORMANCE CONTRACTING FOR ENERGY EFFICIENCY IMPROVEMENTS
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REQUEST FOR PROPOSALS

PERFORMANCE CONTRACTING FOR ENERGY EFFICIENCY IMPROVEMENTS

I. INTRODUCTION AND BACKGROUND INFORMATION

The Owner requests detailed proposal for the implementation of energy conservation and efficiency improvements in all the listed buildings on a performance contracting basis. Specifically, the Contractor selected as a result of this Request for Proposal (RFP) will be expected to:

- A. Provide comprehensive energy services for all the listed buildings, including:
 - 1. The performance of energy audits;
 - 2. The design, selection and installation of energy-efficient equipment and systems;
 - 3. The maintenance and servicing of the installed measures; and
 - 4. The provision of financing for the transaction.
- B. Structure the terms of payment obligations for these improvements and services on a performance contracting basis and negotiate an energy services agreement which specially meets the needs of the Owner.

The Owner expects that the Contractor will propose financing arrangements to fund energy conservation improvements through contracts in which the costs of the improvements are paid from a portion of the savings produced by the improvements.

Upon review of proposals received in response to this RFP, the Owner will select a single contractor to provide energy efficiency improvements and services for all the listed buildings.

II. PREMISES NEEDING ENERGY EFFICIENCY IMPROVEMENTS

Proposals must address each of the buildings listed in Appendix A. Appendix A provides technical information regarding the school buildings, includes data pertinent to building size, type, hours of operation, and historical energy consumption and costs.

III. THE SELECTION PROCESS

A. Timetable

The selection process is expected to ensue the following timetable:

Bidder's Conference and Site Visits _____

Submission of Proposals _____ (three weeks after conference)

Each step in the selection process is described as follows.

B. Bidder's Conference and Site Visits

The Owner will conduct a mandatory pre-bid conference and walk-through inspection of the buildings included in the RFP beginning at _____ on _____, 19____. The bidder's conference will commence in the _____ with the walk-through inspections of the buildings to begin immediately thereafter. Personnel and other selected Owner's representatives will be at the conference to answer any questions regarding this RFP and this project.

PROPOSALS WILL NOT BE ACCEPTED FROM CONTRACTORS WHO ARE NOT REPRESENTED AT THE BIDDER'S CONFERENCE.

Site visits (if additional time is required after _____, 19__ will be arranged with interested contractors where such contractors can conduct walk-through inspections of all buildings included in the RFP.

C. Submission of Proposals

Interested contractors must submit proposals to the Owner as described in Section IV and V below.

D. Proposal Evaluation

All proposals will be evaluated by a committee. The evaluation committee may conduct interviews with finalist to clarify information provided in the proposals. Following these interviews, the evaluation committee will recommend a performance Contractor to the Owner who will then make a final decision on Contractor selection.

Proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses.

1. **Financial Terms (50%).** Preference will be given to proposals that responsibly maximize the net financial benefit in connection with the proposed transaction. Factors that will be considered will include: The proposed term (length) of the energy services agreement; the net dollar benefits to the Owner from entering into the transaction; the methods and the level of energy savings achieved in the buildings; purchase option terms (both during the term of the energy services agreement, and upon its termination); the Contractor's source(s) of financing; the nature and amount of any tax benefits to be claimed by the respondent; and the degree to which the respondent has minimized the Owner's risk in connection with this project. The Owner will look favorably upon proposals which include a guaranteed level of energy cost savings.
2. **Technical Approach (20%).** Proposals should include a detailed approach to meeting the energy efficiency objectives and should include the installed cost of the proposed measures. Proposals should also outline the Contractor's specific responsibilities for operation, maintenance and repair of equipment and systems following installation, and should demonstrate the ability of the Contractor to provide service on both a routine and emergency basis.
3. **Experience and Qualifications of the Respondent (20%).** Preference will be given to Contractors demonstrating strong capabilities, experience, and reputation in performance contract undertakings similar to those described (requested) in this RFP, and providing authoritative documentation of the Contractor's financial condition and stability.
4. **Ability to Implement the Project Promptly (10%).** Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including the procurement of any necessary financing, in a prompt and efficient manner.

The performance Contractor selected by the Owner will be notified in writing of the award.

E. Energy Services Agreement

Once a final selection has been made following the procedures described above, the selected Contractor will submit an energy services agreement (the "Agreement") for review, which will include at least those terms set forth in Section V of the RFP.

The selected Contractor will complete a detailed Technical Energy Audit of the identified buildings within sixty (60) calendar days after final selection notification. Based on the results of this audit, the Contractor will resubmit, in final form, Forms IX, X, XI, XII of this proposal (which contain the technical and financial terms of the proposed transactions as explained in Section V below). These forms will constitute the Contractor's final proposal.

If the Owner agrees to the terms of the Contractor's final proposal, those terms will be incorporated into the Agreement for execution. If the Owner decides not to proceed on the basis of the Contractor's final proposal, or if the Owner and the selected Contractor cannot agree on the contents or manner of incorporation of that proposal within forty-five (45) calendar days after submission of the final proposal, the Owner will reimburse the Contractor for the cost of the detailed Technical Energy Audit (as stipulated in the Contractor's proposal), unless:

1. The total project energy savings set forth in the final proposal Form XI are less than 90 percent of the total project energy savings projected by the Contractor in the original response to the RFP; or
2. The total net benefits set forth in the final proposal Form XI, is less than 90 percent of the total net benefit projected by the Contractor in the original response to the RFP.

In these events, the Owner reserves the right to refuse the reimbursement for the cost of the detailed Technical Energy Audit.

IV. INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. Requests for Further Information

Questions concerning this RFP and the procedures for responding to the RFP should be directed to _____.

B. Submission of Proposal

Respondents should submit an original and three (3) copies of the proposal. Proposals must be received by 2:00 p.m. (local time) on _____, 19____, at the following address and clearly labeled "Performance Contracting RFP:"

The Owner reserves the right to disqualify from consideration proposals received after the time and date specified above or which do not substantially provide all the information requested in this RFP.

C. Security Bond (see Section VI, -J)

The Contractor shall submit a bid bond that will be 5 percent of the project cost proposed, The 5 percent shall include total costs associated with all measures submitted as part of this Contractor's preliminary assessment.

D. Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified by written request made by the Contractor, provided such request is received at the above address prior to the date and time established for receipt of proposals.

E. Right to Reject

In submitting a proposal, it is understood by the undersigned that the right is reserved to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities which are in the best interest of the Owner.

F. Cost of Proposal Preparation

The cost of preparing a response to the RFP, including site visits and the preliminary energy conservation measure analyses, will not be reimbursed by the Owner.

V. PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined in this section, with each of the described forms and sections completed in full. Each proposal will be reviewed to determine whether or not it is complete prior to actual evaluation.

The owner reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the request for information contained herein.

A. Instruction for Preparing Forms

The proposal forms to be used in preparing the proposals begin on page 6. **Use of the proposal forms is mandatory.** You may:

1. Use the proposal form exactly as supplied, typing your answers in the spaces. Attach extra sheets only where indicated.
2. Retype the portions of the questions exactly as they appear, followed by your response, on plain paper or letterhead. Number the questions exactly as they appear on the form, and leave them in the same sequential order. Your response should be confined to the same amount of space allotted on the proposal form.

B. Required Forms (following 14 pages)

PROPOSAL FORM I

NAME OF FIRM: _____

1. Prime Contractor: _____

2. Subcontractors (if any):

Name: _____ Area of Responsibility: _____

Address: _____

Telephone: _____

Name: _____ Area of Responsibility: _____

Address: _____

Telephone: _____

Name: _____ Area of Responsibility: _____

Address: _____

Telephone: _____

Name: _____ Area of Responsibility: _____

Address: _____

Telephone: _____

3. Lead personnel for this project (persons who will have supervisory or other responsibility for the work to be performed):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

PROPOSAL FORM II

NAME OF FIRM: _____

Executive Summary

Briefly summarize your proposal, including your firm's qualifications, the type(s) of improvements proposed, the type(s) of financing and guarantee savings contracts you would agree to, the nature of the proposed contractual and payment arrangements, and the projected benefit. Use only one page; do not attach additional pages.

PROPOSAL FORM III

NAME OF FIRM: _____

1. Identification of Prime Contractor

Name: _____

Address: _____

Phone: _____ Fax: _____

Number of years in business: _____

Principal Owners: _____

Contact person: _____

Phone: _____

2. Prime Contractor's Responsibilities: Describe below the aspects of the project for which the prime contractor will have full and sole responsibility.

PROPOSAL FORM IV

NAME OF FIRM: _____

1. Identification of Subcontractors

Name: _____

Address: _____

Phone: _____ Fax: _____

Number of years in business: _____

Principal Owners: _____

Contact person: _____

Phone: _____

2. Subcontractor's Responsibilities. Describe below the aspects of the project for which the contractor will have full and sole responsibility.

PROPOSAL FORM V

NAME OF FIRM: _____

Contractor Qualifications

Describe below your firm's qualifications (and the qualifications of subcontractors, if appropriate) to provide energy efficiency improvements on a performance contracting basis. Use a **maximum of two pages** for your response.

PROPOSAL FORM VI

NAME OF FIRM: _____

Project References

Complete one copy of this page for each project that is representative of your firm's experience (or the experience of key subcontractors, if appropriate). You may submit a **minimum of three**, and a maximum of six references.

Client: _____

Address: _____

Client Contact: _____

Title: _____

Phone: _____

Type of Facility: _____

Type of energy efficiency measures implemented:

Type of financing/contract used for this project:

Current status of this project:

Check all areas for which the firm named above has, or had, primary responsibility on this project:

- Energy Audit
- Contract negotiation
- Engineering/design
- Installation

- Financing
- Monitoring of performance
- Servicing/maintenance

PROPOSAL FORM VII

NAME OF FIRM: _____

Financial Information

Insert here copies of the most recent three years' annual reports or financial statements for the prime contractor.

PROPOSAL FORM VIII

NAME OF FIRM: _____

Technical Energy Audit Information

The selected Contractor will perform a detailed technical energy audit and provide a written audit report **after** being selected. Describe what the detailed audit will cover and what the audit report will contain. At a minimum the following should be considered when developing the final energy audit:

1. Contractor can add projects to the preliminary list.
2. Contractor is allowed to finalize the energy savings with the help of this final audit.
3. Itemize the costs of each existing measure (including construction, design, labor, materials, added maintenance, etc.).
4. Identify and/or consider architectural (windows, doors, wall insulation) mechanical, thermal, O/M and roofing project as part of the final audit.
5. Briefly explain each project including materials and general method of installation.

Cost of a detailed energy audit that shall be completed by the Contractor. Enter the cost of the detailed technical energy audit. As explained, this cost will be reimbursed only if the Owner elects not to proceed with the project after receiving the detailed audit report or the criteria specified in Section III (E) are not satisfied.

Cost of Detailed Technical Energy Audit:

(words) _____

(numbers) _____

PROPOSAL FORM IX

NAME OF FIRM: _____

NAME OF BUILDING: _____

Proposed Energy Efficiency Measures (complete one copy of this page for each building)

The energy measures identified for this building are the projects identified as a result of the on-site walk through and the contractor's preliminary assessment.

Projected annual electric savings (KWH): _____

Projected annual dollar savings (use price date in Appendix A): \$ _____

Name of Measure	Description of Measure
(a) _____	_____
(b) _____	_____
(c) _____	_____
(d) _____	_____
(e) _____	_____
(f) _____	_____

Do the measures have special operating requirements or need regular maintenance? For each measure describe and explain who bears responsibility.

Special Operation Requirements or Maintenance	Responsibility
(a) _____	_____
(b) _____	_____
(c) _____	_____
(d) _____	_____
(e) _____	_____
(f) _____	_____

PROPOSAL FORM X

NAME OF FIRM: _____

Financial Projections

Respondents must use the following assumptions in **all** financial calculations:

- a. If it is necessary to inflate any costs, the Contractor should clearly identify the percent of inflation.
- b. "Annual Energy Savings" should be based on the utility rates set forth in Appendix A.

1. Term of Agreement: _____ years.
2. Complete the following table using the financial assumption above.

Year	Total Guaranteed Energy Savings	Total Payments By District	Net Benefits (\$)	Net Cumulative Cash Flow (\$)
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$
10	\$	\$	\$	\$
Total	\$	\$	\$	\$

Note: Provide attachments that may clarify/amplify this chart.

PROPOSAL FORM XI

NAME OF FIRM: _____

Financial Aspects

Describe on a separate sheet of paper the following important financial terms included in the proposal:

1. The method to be used in determining payments.
2. The frequency of these payments.
3. The term of the proposed agreement.
4. A guarantee of energy savings or net cash flow.
5. Your strategy for minimizing the degree of risk assumed by the Owner.
6. An outline of the purchase options available including times when such options will be available and the costs of exercising such options. A statement allowing the owner to seek their own financing terms and a willingness to develop a revised financial analysis based on the Owner's financing terms and percentage rate.
7. A description of the respondent's source of financing for this project including any contingencies that must be met in order to obtain such financing, any debt financing that is involved, the percentage of total projected costs to be financed with debt, the anticipated interest rate, and the term of the loan.
8. Any other terms or information relevant to the financial aspects of the proposed transaction including an itemization of costs associated with the implementation of the project such as design, insurance, travel, expense, etc. (other than information concerning the method to be used in determining energy savings).

PROPOSAL FORM XII

NAME OF FIRM: _____

Implementation, Training, and Monitoring

1. Time to implement. After acceptance of the detailed technical energy audit and signing of the Agreement, how many months will elapse before the proposed energy efficiency measures are fully operational?

Time to implement: _____ months

2. Orientation and Training. Describe what your firm will do to orient employees to the use and benefits of the energy efficiency measures. If training is required in the operation of equipment, explain how this training will be provided and what it will cover.

3. Monitoring. Explain any steps your firm will take to monitor the performance of the measures.

VI. SIGNIFICANT PROVISIONS OF PROPOSED ENERGY SERVICES AGREEMENT

The Owner intends for the terms described in this section to be included in the proposed Agreement submitted by the selected Contractor.

A. Trade Names and Patents

Whenever an article of any class of materials or equipment is specified by the trade name of any particular patentee, manufacturer, or dealer, it shall be taken to mean and specify the article or articles or materials described are equal thereto in quality durability and equally as serviceable for the purpose for which it is, or they are, intended. The Owner shall make the decision as to whether the materials or equipment offered are equal to those specified, and the decision shall be final.

B. Patents and Patent Rights

The Contractor shall protect and save harmless against all claims and actions brought by reason of any actual infringement upon patent rights in any materials, process, machine, or appliance used by the Contractor in the work.

C. Right-of-Way

The necessary rights-of-way for any construction to be done across or in private property will be obtained by the Owner. The Contractor shall take due and proper precautions against injury to adjacent structures and shall hold the firm strictly within the rights secured for the firm in prosecuting work in private property.

D. Labor Laws and Ordinance

The Contractor shall obey and abide by all laws of the State relating to the employment of labor and public work, and all ordinances and requirements regulating or applying to all the building improvements.

E. Assignment or Subletting of Contract

In the execution of the Agreement it may be necessary for the Contractor to sublet part of the work to others; however, the Contractor shall not award any work to any subcontractor without prior written approval of the Owner whose approval shall not be unreasonably withheld. The Contractor shall be fully responsible for the acts and omissions of subcontractors and of persons whether directly or indirectly employed by the subcontractors, as the firm is for the acts and omissions of persons directly employed by the firm.

F. Worker's Compensation Insurance

The Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, in accordance with the Worker's Compensation Act, adequately protecting all laborers employed by the Contractor during the life of this Agreement, and shall provide evidence to the Owner that such insurance is in fact in force.

G. Comprehensive General Liability Insurance

The Contractor shall procure and shall maintain in effect during the life of this Agreement, Comprehensive General Liability Insurance in an amount not less than \$_____ each occurrence and \$_____ aggregate for Bodily Injury Liability and \$_____ Property Damage Liability.

H. Indemnification

All Certificates of Insurance forwarded to the Owner by the Contractor shall include a clause which shall state that the Contractor shall defend, indemnify, and hold the Owner harmless from any and all claims and judgments to which the Owner may be subjected or which it may suffer or incur by reason thereof.

The Contractor and the Owner agree to indemnify, defend, and hold harmless from any and all claims, actions, cost, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from negligence or misconduct of their respective employees or other agents in connection with their activities within the scope of this Agreement, insofar as any such loss or claim is not covered by available insurance proceeds, and the Owner shall so indemnify, defend, and hold the Contractor harmless from any claim of its creditors to any right, title, or interest in the Equipment. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities resulting from the negligence or misconduct of the other party. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the Agreement with respect to any claims based on facts or conditions which occurred prior to termination.

I. Bonds and Insurance (See Section IV-C)

The successful bidder will be required to execute the bonds, in the form that will be provided after the bid process, with sureties acceptable to the Owner and to be conditioned for the faithful performance and fulfillment of the Agreement and to include the protection from all liens and damages arising out of the work; and the other bond to the Owner to be conditioned for the payment of labor and materials used in the work and for the protection of the Owner from all liens and damages arising there from each of each bonds shall be in the amount equal to one hundred percent (100%) of the total amount of the Contractor's initial investment in the premises as calculated at the time the final proposals are received.

Insurance policies required under this Agreement to be carried by the Contractor shall state that they shall not be changed or cancelled without ninety (90) days prior written notice.

J. Standard of Service

The Contractor shall maintain and operate the Equipment in a manner which will provide the standards of service and comfort (i.e., heating, cooling, hot water, lighting, etc.) described in the energy services agreement.

K. Arbitration

Any dispute, controversy, or claim arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof, shall upon the request of any party involved (and without regard to whether or not any provision of this Agreement expressly provides for arbitration), be submitted to and settled by arbitration at the locality where the Premises are situated, in conformance with rules of the American Arbitration Association then in effect (or at any other place or under any other form of arbitration mutually acceptable to the parties). Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of a forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel.

L. Compliance with Law and Standard Practices

The Contractor shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, including applicable licensing requirements, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules relative to the premises. The Contractor shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations thereunder.

NOTES:

NOTES:

NOTES:

GREEN LIGHTS

A Bright Investment in the Environment


Green Lights is an exciting and innovative program sponsored by the US Environmental Protection Agency (EPA) that encourages major US corporations and other organizations to install energy-efficient lighting technologies.

Organizations that make the commitment to Green Lights will profit by lowering their electricity bills, improving lighting quality, and increasing worker productivity. They will also reduce the air pollution caused by electricity generation.

For more information contact the Green Lights program office.

Green Lights Program
US EPA
401 M Street, SW (6202J)
Washington, DC 20460

Green Lights Information Hotline

 (202) 775-6650
Fax: (202) 775-6680

Requesting Proposals is an appendix to the *Lighting Upgrade Manual*. Other documents in the *Manual* are listed below.


Lighting Upgrade Manual

PLANNING

- *Green Lights Program*
- *Implementation Planning Guidebook*
- *Financial Considerations*
- *Lighting Waste Disposal*
- *Progress Reporting*
- *Communicating Green Lights Success*

TECHNICAL

- *Lighting Fundamentals*
- *Lighting Upgrade Technologies*
- *Lighting Maintenance*
- *Lighting Evaluations*
- *The Lighting Survey*

 To order other documents or appendices in this series, contact the Green Lights Hotline at (202) 775-6650. Look in the monthly *Green Lights Update* newsletter for announcements of new publications.

